

EXHIBIT “A”

1 Evan S. Goldstein (#011866)
Christi A. Woods (#022770)
2 Hesam Alagha (#026607)
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4 (602) 569-8200
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6 meo@hgfirm.com

7 *Attorneys for Defendant Allstate Fire & Casualty Ins. Co.*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MARICOPA**

10 LINDA COGDILL,

11 Plaintiff,

12 v.

13 ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

14 Defendants.
15

Case No.: CV2017-014110

**ALLSTATE'S NOTICE OF REMOVAL
TO ARIZONA DISTRICT COURT**

16 Defendant Allstate Fire and Casualty Insurance Company, by and through undersigned
17 counsel, hereby gives notice that it has removed this case to the United States District Court,
18 District of Arizona pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. A copy of the Notice of
19 Removal filed in the District Court is attached hereto as Exhibit "A".

20 Dated this 22nd day of November, 2017.

21 HERMAN | GOLDSTEIN

22 By: /s/ Evan S. Goldstein

23 Evan S. Goldstein
Christi A. Woods
24 Hesam Alagha
1850 East Thunderbird
25 Phoenix, Arizona 85022
Attorneys for Defendant Allstate
26

1 ORIGINAL of the foregoing Efiled
2 this 22nd day of November, 2017,
3 with the Clerk of the Superior Court

4 COPY of the foregoing mailed
5 this 22nd day of November, 2017, to:

6 Scott I. Palumbo
7 Palumbo Wolfe & Palumbo, P.C.
8 2800 N. Central Ave., Suite 1400
9 Phoenix, Arizona 85004
10 *Attorneys for Plaintiff*

11 By /s/ Diane Arroyo
12 Allstate//BF/Cogdill #2/Pleadings - 3001-1329

EXHIBIT “B”



**Service of Process
Transmittal**

10/30/2017
CT Log Number 532206616

TO: Milt Thulin
Allstate Insurance Company
MCO Office, 222 S. Mill Avenue
Tempe, AZ 85281

RE: **Process Served in Arizona**

FOR: Allstate Fire and Casualty Insurance Company (Domestic State: IL)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: LINDA COGDILL, Pltf. vs. Allstate Fire and Casualty Insurance Company, Dft.

DOCUMENT(S) SERVED: Summons, Complaint, Certificate, Request(s), Interrogatories

COURT/AGENCY: Maricopa County - Superior Court, AZ
Case # CV2017014110

NATURE OF ACTION: Insurance Litigation

ON WHOM PROCESS WAS SERVED: C T Corporation System, Phoenix, AZ

DATE AND HOUR OF SERVICE: By Certified Mail on 10/30/2017 postmarked on 10/27/2017

JURISDICTION SERVED: Arizona

APPEARANCE OR ANSWER DUE: Within 20 days after service, exclusive of the day of service

ATTORNEY(S) / SENDER(S): Scott I. Palumbo
PALUMBO WOLFE & PALUMBO, P.C.
2800 N. Central Ave., Suite 1400
Phoenix, AZ 85004
602-265-5777

ACTION ITEMS: CT has retained the current log, Retain Date: 10/31/2017, Expected Purge Date: 11/05/2017

Image SOP

Email Notification, Milt Thulin Milt.Thulin@allstate.com

Email Notification, Greg Hamblin Greg.Hamblin@allstate.com

Email Notification, Elaine McKinney mmckf@allstate.com

Email Notification, Harry Fields Cdt7y@allstate.com

Email Notification, Lisa Hairston lgi27@allstate.com

Email Notification, Jocelyn Martinez Jocelyn.martinez@allstate.com

Email Notification, Nina Frazier Nina.Frazier@allstate.com

SIGNED: C T Corporation System

Page 1 of 2 / AY

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

COGDILL CLM 1052



**Service of Process
Transmittal**

10/30/2017

CT Log Number 532206616

TO: Mlt Thulin
Allstate Insurance Company
MCO Office, 222 S. Mill Avenue
Tempe, AZ 85281

RE: **Process Served in Arizona**

FOR: Allstate Fire and Casualty Insurance Company (Domestic State: IL)

ADDRESS: 3800 N Central Ave Ste 460
Phoenix, AZ 85012-1995
TELEPHONE: 602-248-1145

Page 2 of 2 / AY

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



ARIZONA DEPARTMENT OF INSURANCE
2910 North 44th Street, Suite 210
Phoenix, Arizona 85018-7269

COGILL CLM 1054

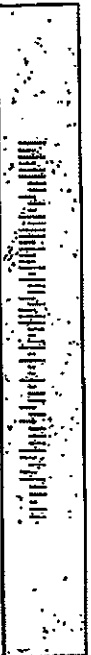


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U.S. POSTAGE & PAYMENT SERVICES
ZIP 85007 \$ 007.92⁰
02 4th
0000342994 OCT 27 2017

ALLSTATE FIRE AND CASUALTY INS CO
CT CORPORATION SYSTEM
3800 N. CENTRAL AVE., STE 460
PHOENIX, AZ 85012
CV2017-014110



1 Scott I. Palumbo - State Bar #021271
2 PALUMBO WOLFE & PALUMBO, P.C.
3 2800 N. Central Ave., Suite 1400
4 Phoenix, Arizona 85004
5 (602) 265-5777
6 (602) 265-7222 (fax)
7 pwsp@palumbowolfe.com

8 Attorneys for Plaintiff

STATE OF ARIZONA
DEPT. OF INSURANCE

OCT 26 2017

TIME 11:35am
SERVICE OF PROCESS

9
10 SUPERIOR COURT OF ARIZONA

11 MARICOPA COUNTY

12 LINDA COGDILL,

13 Plaintiff,

14 v.

15 ALLSTATE FIRE AND CASUALTY
16 INSURANCE COMPANY,

17 Defendant.

No.

CV-2017-014110

SUMMONS

If you would like legal advice from a lawyer,
Contact the Lawyer Referral Service at
602-257-4434

or

www.maricopalawyers.org

Sponsored by the
Maricopa County Bar Association

18
19 STATE OF ARIZONA

20 To Defendant: Allstate Fire and Casualty Insurance Company
21 c/o Arizona Department of Insurance, Statutory Agent
22 2901 North 44th Street, Suite 210
23 Phoenix, Arizona 85018

24 YOU ARE HEREBY SUMMONED and required to appear and defend, within
25 the time applicable, in this action in this Court. If served within Arizona, you shall appear and
26 defend within twenty (20) days after the service of the Summons and Complaint upon you,
27 exclusive of the day of service. If served out of the State of Arizona -- whether by direct
28

1 service, by registered or certified mail, or by publication -- you shall appear and defend within
2 thirty (30) days after the service of the Summons and Complaint upon you is complete,
3 exclusive of the day of service. Where process is served upon the Arizona Director of
4 Insurance as an insurer's attorney to receive service of legal process against it in this state, the
5 insurer shall not be required to appear, answer or plead until expiration of forty (40) days after
6 date of such service upon the Director. Service by registered or certified mail without the State
7 of Arizona is complete thirty (30) days after the date of filing the receipt and affidavit of
8 service with the Court. Service by publication is complete thirty (30) days after the date of
9 first publication. Direct service is complete when made. Service upon the Arizona Motor
10 Vehicle Superintendent is complete thirty (30) days after filing the Affidavit of Compliance
11 and return receipt of Officer's Return. RCP 4; A.R.S. §§ 20-222, 28-502, 28-503.

12
13 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and
14 defend within the time applicable, judgment by default may be rendered against you for the
15 relief demanded in the Complaint.

16
17 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an
18 Answer or proper response in writing with the Clerk of this Court, accompanied by the
19 necessary filing fee, within the time required, and you are required to serve a copy of any
20 Answer or response upon the Plaintiff's attorney. RCP 10(D); A.R.S. § 12-311; RCP 5.

21
22 Requests for reasonable accommodation for persons with disabilities must be
23 made to the division assigned to the case by parties at least three (3) judicial days in advance of
24 a scheduled court proceeding.

1 The name and address of Plaintiff's attorney is:

2 Scott I. Palumbo
3 Palumbo Wolfe & Palumbo, P.C.
4 2800 N. Central Ave., Suite 1400
5 Phoenix, Arizona 85004

6 SIGNED AND SEALED this date: _____

7
8 Clerk

9
10 By: _____

11 Deputy _____



COPY

OCT 23 2017

MICHAEL K. JEANES, CLERK
V. CANISALES
DEPUTY CLERK

COPY



OCT 23 2017

MICHAEL K. JEANES, CLERK
V. CANISALES
DEPUTY CLERK

1 Scott I. Palumbo - State Bar #021271
2 PALUMBO WOLFE & PALUMBO, P.C.
3 2800 N. Central Ave., Suite 1400
4 Phoenix, Arizona 85004
5 (602) 265-5777
6 (602) 265-7222 (fax)
7 pwsp@palumbowolfe.com

8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF ARIZONA**

10 **MARICOPA COUNTY**

11 LINDA COGDILL,

12 Plaintiff,

13 v.

14 ALLSTATE FIRE AND CASUALTY
15 INSURANCE COMPANY,

16 Defendant.

No. CV 2017-014110.

COMPLAINT

(Breach of Contract – Bad Faith)

18 Plaintiff, Linda Cogdill, by and through counsel undersigned, and for her Complaint
19 against the defendant, alleges as follows:
20

- 21 1. The plaintiff is a resident of Maricopa County, State of Arizona.
- 22 2. Defendant Allstate Fire and Casualty Insurance Company ("Allstate") is an
23 insurance company duly licensed to administer insurance in the State of Arizona by the
24 Director of Insurance of the State of Arizona.
25
- 26 3. All acts alleged herein arose from an occurrence within Maricopa County, State
27 of Arizona.
28

1 4. The plaintiff's claims are subject to the jurisdiction of the Superior Court for the
2 State of Arizona and request compensation in amounts above the minimum set for jurisdiction
3 in the Superior Court for the State of Arizona.
4

5 5. This Court has subject matter jurisdiction and personal jurisdiction over all of the
6 parties.
7

8 6. The plaintiff paid in full for an Allstate insurance policy, Policy No. 836-077-
9 157.
10

11 7. In that policy, Allstate promised it will pay damages the plaintiff was legally
12 entitled to recover from the owner or operator of an underinsured motor vehicle because of
13 bodily injury up to \$250,000.
14

15 8. On or about April 17, 2016, the plaintiff was involved in an automobile collision
16 with an underinsured motorist.
17

18 9. As a direct and proximate result of that collision, the plaintiff suffered severe and
19 permanent injuries including, but not limited to, nine rib fractures, multiple sacrum fractures,
20 right hand injury, right ankle injury, left knee injury and lung contusions.
21

22 10. As a direct and proximate result of the collision and the injuries sustained, the
23 plaintiff incurred special damages, including medical bills of at least \$199,639.60.
24

25 11. As an additional direct and proximate result of the collision and the injuries
26 sustained, the plaintiff incurred general damages arising out of pain, suffering and loss of
27 enjoyment of life. These damages are permanent.
28

 12. Subsequent to the collision, the plaintiff made a demand upon the underinsured

1 driver's insurance carrier, GEICO, for payment of the underinsured motorist's bodily injury
2 liability coverage of \$100,000. Pursuant to that demand, on or about August 7, 2017, GEICO
3 paid the plaintiff the underinsured motorist's policy limits of \$100,000.
4

5 13. As this amount was insufficient to fully or fairly compensate the plaintiff for her
6 injuries and damages, the plaintiff, pursuant to the provisions of her Allstate insurance policy,
7 made a demand for underinsured motorist benefits of her Allstate policy.
8

9 14. Allstate denied the plaintiff's claim for reasonable compensation for her injuries
10 and damages by offering her only \$250 and claiming that the plaintiff was at fault and had
11 been fully compensated by the \$100,000 paid by GEICO.
12

13 15. In acting in such fashion, Allstate failed to adequately investigate the plaintiff's
14 claim.
15

16 16. Allstate failed to give equal consideration to the plaintiff's claim.
17

18 17. Allstate, by its unreasonable investigation, by failing to make a good-faith offer
19 to the plaintiff, and by taking an adversarial position in handling the plaintiff's claims, forced
20 the plaintiff into litigation.

21 18. Allstate intended by its acts to case a *de facto* denial of benefits to the plaintiff.
22

23 19. The plaintiff has still not been fairly compensated for her injuries and damages.
24

BREACH OF CONTRACT

25 20. The foregoing allegations are repeated, realleged and restated as if fully set forth
26 herein.
27

28 21. Allstate's failure to make a good-faith offer and refusal to issue full payment for

1 the plaintiff's damages constitutes a *de facto* denial of coverage.

2 22. Allstate's failure to make a good-faith effort and refusal to issue full payment for
3 the plaintiff's pain and suffering, constitutes a breach of contract.
4

5 23. As a direct and proximate result of the breach, the plaintiff has incurred direct
6 and consequential damages.
7

8 **BAD FAITH**

9 24. The foregoing allegations are repeated, realleged and restated as if fully set forth
10 herein.
11

12 25. There is inherent in every contract of insurance the covenant of good faith and
13 fair dealing.

14 26. Allstate's failure to adequately investigate, failure to treat the plaintiff's claims
15 with equal consideration, failure to make a good-faith offer, failure to make reasonable efforts
16 to alleviate the necessity of litigation and failure to pay a reasonable amount to the plaintiff is a
17 breach of the covenant of good faith and fair dealing.
18

19 27. As a direct and proximate result of Allstate's breach of the covenant of good
20 faith and fair dealing, the plaintiff has incurred and/or sustained damages.
21

22 28. Upon information and belief, Allstate acted with a consistent pattern to
23 undermine the security of its own insurance policies to the detriment of its insured, including
24 the plaintiff, to the extent that it constitutes a conscious disregard of the substantial likelihood
25 that such conduct is likely to cause injury. Such conduct is sufficient to incur a penalty of
26 punitive damages.
27
28

1 29. The plaintiff is therefore entitled to punitive damages in an amount sufficient to
2 stop such conduct and deter similar conduct in the future.
3

4 WHEREFORE, the plaintiff prays for judgment against Allstate as follows:

- 5 A. For breach of contract and bad faith;
6 B. For special damages for the plaintiff in an amount to be proven at trial;
7 C. For general damages for the plaintiff in a fair, just and reasonable sum in
8 excess of the minimum jurisdictional limits of this court;
9
10 D. For punitive damages in an amount sufficient to punish the defendant and
11 to deter similar future conduct by the defendant and other similarly situated insurance
12 companies;
13
14 E. For costs incurred;
15 F. For attorneys' fees and taxable costs pursuant to A.R.S. § 12-341.01;
16 G. For pre- and post-judgment interest; and
17 H. For such other further relief as the Court may deem just and proper.
18

19 DATED this 23rd day of October, 2017.
20

21 PALUMBO WOLFE & PALUMBO, P.C.

22
23
24 By 

25 Scott I. Palumbo
26 2800 N. Central Ave., Suite 1400
27 Phoenix, Arizona 85004
28 Attorneys for Plaintiff

1 ORIGINAL of the foregoing filed
2 this 23rd day of October, 2017, with:

3 Clerk of the Court
4 Maricopa County Superior Court
5 201 W. Jefferson St.
6 Phoenix, Arizona 85003-2243

7
8 By Susan Hoffman
9

COPY



OCT 23 2017

MICHAEL K. JEANES, CLERK
V. CANSALES
DEPUTY CLERK

1 Scott I. Palumbo - State Bar #021271
2 PALUMBO WOLFE & PALUMBO, P.C.
3 2800 N. Central Ave., Suite 1400
4 Phoenix, Arizona 85004
5 (602) 265-5777
6 (602) 265-7222 (fax)
7 pwsp@palumbowolfe.com

8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF ARIZONA**

10 **MARICOPA COUNTY**

11 LINDA COGDILL,

12 Plaintiff,

13 v.

14
15 ALLSTATE FIRE AND CASUALTY
16 INSURANCE COMPANY,

17 Defendant.

No. CV 2017-014110

**PLAINTIFF'S CERTIFICATE OF
COMPULSORY ARBITRATION**

18
19 The undersigned certifies that he knows the dollar limits and any other limitations set
20 forth by the local rules of practice for the applicable superior court, and further certifies that
21 this case is not subject to compulsory arbitration, as provided by Rules 72 through 76 of the
22 Arizona Rules of Civil Procedure.
23

24 ...

25 ...

26 ...

27 ...

28

1 DATED this 23 day of October, 2017.

2 PALUMBO WOLFE & PALUMBO, P.C.

3
4
5 By 

6 Scott I. Palumbo
7 2800 N. Central Ave., Suite 1400
8 Phoenix, Arizona 85004
9 Attorneys for Plaintiff

10 ORIGINAL of the foregoing filed
11 this 23rd day of October, 2017, with:

12 Clerk of the Court
13 Maricopa County Superior Court
14 201 W. Jefferson St.
15 Phoenix, Arizona 85003-2243

16 By 
17
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19
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28

COPY

OCT 23 2017



MICHAEL K. JEANES, CLERK
V. CANISALES
DEPUTY CLERK

1 Scott I. Palumbo - State Bar #021271
2 PALUMBO WOLFE & PALUMBO, P.C.
3 2800 N. Central Ave., Suite 1400
4 Phoenix, Arizona 85004
5 (602) 265-5777
6 (602) 265-7222 (fax)
7 pwsp@palumbowolfe.com

8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF ARIZONA**

10 **MARICOPA COUNTY**

11 LINDA COGDILL,

12 Plaintiff,

13 v.

14 ALLSTATE FIRE AND CASUALTY
15 INSURANCE COMPANY,

16 Defendant.
17

No. CV 2017-014110

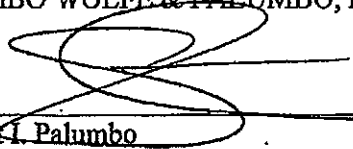
**PLAINTIFF'S REQUEST
FOR A JURY TRIAL**

18
19 Pursuant to Rule 38, Arizona Rules of Civil Procedure, the plaintiff hereby requests a
20 jury trial in the above-entitled matter.

21 DATED this 23 day of October, 2017.

22
23 PALUMBO WOLFE & PALUMBO, P.C.

24
25 By

26 
27 Scott I. Palumbo
28 2800 N. Central Ave., Suite 1400
Phoenix, Arizona 85004
Attorneys for Plaintiff

1
2 ORIGINAL of the foregoing filed
3 this 23rd day of October, 2017, with:

4 Clerk of the Court
5 Maricopa County Superior Court
6 201 W. Jefferson St.
7 Phoenix, Arizona 85003-2243

8 By Susan Hoffman
9

1 Evan S. Goldstein (#011866)
Christi A. Woods (#022770)
2 Hesam Alagha (#026607)
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Phoenix, Arizona 85022
4 (602) 569-8200
egoldstein@hgfir.com
5 cwoods@hgfir.com
halagha@hgfir.com
6 meo@hgfir.com

7 *Attorneys for Defendant Allstate Fire & Casualty Ins. Co.*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MARICOPA**

10 LINDA COGDILL,

Case No.: CV2017-014110

11 Plaintiff,

ANSWER

12 v.

13 ALLSTATE FIRE AND CASUALTY
14 INSURANCE COMPANY,
Defendants.

15
16 Defendants Allstate Fire and Casualty Insurance Company, for its Answer to the
17 Plaintiff's Complaint, admit, deny and alleges as follows:

18 1. Defendants admit the allegations contained in Paragraph 1 of Plaintiff's
19 Complaint.

20 2. Defendants admit the allegations contained in Paragraph 2 of Plaintiff's
21 Complaint.

22 3. Defendants admit the allegations contained in Paragraph 3 of Plaintiff's
23 Complaint.

24 4. Defendants admit the allegations contained in Paragraph 4 of Plaintiff's
25 Complaint.
26

1 5. Defendants admit the allegations contained in Paragraph 5 of Plaintiff's
2 Complaint.

3 6. Defendants admit the allegations contained in Paragraph 6 of Plaintiff's
4 Complaint.

5 7. Defendants denies as to the allegations contained in Paragraph 7 of
6 Plaintiff's Complaint.

7 8. Defendants admit the allegations contained in Paragraph 8 of Plaintiff's
8 Complaint.

9 9. Defendants are without knowledge and information sufficient to form a
10 belief as to the truthfulness of the allegations contained in Paragraph 9 of Plaintiff's
11 Complaint and therefore denies same.

12 10. Defendants are without knowledge and information sufficient to form a
13 belief as to the truthfulness of the allegations contained in Paragraph 10 of Plaintiff's
14 Complaint and therefore denies same.

15 11. Defendants are without knowledge and information sufficient to form a
16 belief as to the truthfulness of the allegations contained in Paragraph 11 of Plaintiff's
17 Complaint and therefore denies same.

18 12. Defendants are without knowledge and information sufficient to form a
19 belief as to the truthfulness of the allegations contained in Paragraph 12 of Plaintiff's
20 Complaint and therefore denies same.

21 13. Defendants are without knowledge and information sufficient to form a
22 belief as to the truthfulness of the allegations contained in Paragraph 13 of Plaintiff's
23 Complaint and therefore denies same.

24 14. Defendants are without knowledge and information sufficient to form a
25 belief as to the truthfulness of the allegations contained in Paragraph 14 of Plaintiff's
26 Complaint and therefore denies same.

1 15. Defendants denies as to the allegations contained in Paragraph 2 of
2 Plaintiff's Complaint.

3 16. Defendants denies as to the allegations contained in Paragraph 16 of
4 Plaintiff's Complaint

5 17. Defendants denies as to the allegations contained in Paragraph 17 of
6 Plaintiff's Complaint.

7 18. Defendants denies as to the allegations contained in Paragraph 18 of
8 Plaintiff's Complaint.

9 19. Defendants are without knowledge and information sufficient to form a
10 belief as to the truthfulness of the allegations contained in Paragraph 19 of Plaintiff's
11 Complaint and therefore denies same.

12 20. Defendant incorporates by reference all responses to the foregoing
13 allegations as if fully set forth herein.

14 21. Defendants denies as to the allegations contained in Paragraph 21 of
15 Plaintiff's Complaint.

16 22. Defendants denies as to the allegations contained in Paragraph 22 of
17 Plaintiff's Complaint.

18 23. Defendants denies as to the allegations contained in Paragraph 23 of
19 Plaintiff's Complaint.

20 24. Defendant incorporates by reference all responses to the foregoing
21 allegations as if fully set forth herein.

22 25. Defendants admit the allegations contained in Paragraph 25 of Plaintiff's
23 Complaint.

24 26. Defendants denies as to the allegations contained in Paragraph 26 of
25 Plaintiff's Complaint.

26

28. Defendants denies as to the allegations contained in Paragraph 26 of Plaintiff's Complaint.

29. Defendants denies as to the allegations contained in Paragraph 26 of Plaintiff's Complaint.

Defendant further denies each and every allegation alleged in Plaintiff's Complaint not heretofore expressly admitted herein.

Defendant denies that it has committed breach of contract, or that its conduct herein arises to a level of bad faith. Defendant further alleges as affirmative defenses appraisal and arbitration are mandated pursuant to the contract and A.R.S. § 12-1501 et seq.

Defendant further alleges as affirmative defenses, accord and satisfaction, waiver, estoppel and failure to mitigate damages and those affirmative defenses set forth in Rule 8, Ariz.R.Civ.P. Defendant also seeks its attorneys' fees and costs incurred herein pursuant to A.R.S. §§ 12-341 and 12-341.01.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant prays that same be dismissed as to Defendant, and that Defendant have and recover its attorneys' fees and costs incurred herein.

Dated this 22nd day of November, 2017.

HERMAN | GOLDSTEIN

By: /s/ Evan S. Goldstein
Evan S. Goldstein
Christi A. Woods
Hesam Alagha
1850 East Thunderbird
Phoenix, Arizona 85022
Attorneys for Defendant Allstate

1 ORIGINAL of the foregoing Efiled
2 this 22nd day of November, 2017,
3 with the Clerk of the Superior Court

4 COPY of the foregoing mailed
5 this 22nd day of November, 2017, to:

6 Scott I. Palumbo
7 PALUMBO WOLFE & PALUMBO, P.C.
8 2800 N. Central Avenue, Suite 1400
9 Phoenix, Arizona 85004
10 *Attorneys for Plaintiff*

11 By /s/ Diane Arroyo
12 Allstate/BF/Cogdill #2/Pleadings - 3001-1329
13
14
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23
24
25
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Diane Arroyo

From: TurboCourt Customer Service <CustomerService@TurboCourt.com>
Sent: Wednesday, November 22, 2017 10:06 AM
To: Diane Arroyo
Subject: [BULK] E-Filing Status: Form Set # 2417931 Delivered

PLEASE DO NOT REPLY TO THIS EMAIL.

AZTurboCourt Form Set # 2417931 has been DELIVERED to Maricopa County - Superior Court.

You will be notified when your documents have been processed by the court.

You MUST log in and check your filing status online at <http://turbocourt.com/>.

Here are your filing details:

Case Number: CV2017-014110 (Note: If this filing is for case initiation, you will receive a separate notification when the case # is assigned.)

Case Title: Cogdill Vs. Allstate Fire And Casualty Insurance C

Filed By: Diane Arroyo

AZTurboCourt Form Set: #2417931

Keyword/Matter #: 3001-1329 -Cogdill #2

Delivery Date and Time: Nov 22, 2017 10:06 AM MST

Forms:

Summary Sheet (This summary sheet will not be filed with the court. This sheet is for your personal records only.)

Attached Documents:

Answer: Answer

Fees Paid:

First Appearance Filing Fee: \$239.00

Total Filing Fees: \$239.00

Provider Fee: \$ 6.50

Total Amount Paid: \$252.87

If you have questions about your filing, please contact AOC Support Services, phone number 602-452-3519 or 1-800-720-7743, or e-mail pasupport@courts.az.gov. Please have your AZTurboCourt Form Set # available.

To view the link above:

Click on the link OR

- 1) Highlight the website address "URL" above, then Right Click on highlighted "URL" and select Copy.
- 2) Open a NEW internet browser window.
- 3) Right Click inside the address field in the new internet browser window and select Paste.

Thank you for using TurboCourt!

EXHIBIT “C”

1 Evan S. Goldstein (#011866)
Christi A. Woods (#022770)
2 Hesam Alagha (#026607)
HERMAN | GOLDSTEIN
3 1850 East Thunderbird
Phoenix, Arizona 85022
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egoldstein@hgfirm.com
5 cwoods@hgfirm.com
halagha@hgfirm.com
6 meo@hgfirm.com

7 *Attorneys for Defendant Allstate Fire & Casualty Ins. Co.*

8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF ARIZONA**

11 Linda Cogdill,

12 Plaintiff,

13 v.

14 Allstate Fire and Casualty Insurance
Company,

15 Defendants.

Case No.:

**AFFIDAVIT OF
EVAN S. GOLDSTEIN**

16
17 I, Evan S. Goldstein, declare under penalty of perjury under the laws of the
18 United States of America that the following statements are true and correct:

19 1. I am one of the attorneys of record for Defendant Allstate Fire and
20 Casualty Insurance Company in this case.
21

22 2. I verify that, to the best of my knowledge and belief, Exhibit B to the
23 Defendant's Notice of Removal contains true and complete copies of all pleadings and
24 other documents of this date, in the case of entitled *LINDA COGDILL, Plaintiff, v.*
25 *ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, Defendants*, Cause No.
26 CV2017-014110, while the case was pending in the Maricopa County Superior Court.

1 Dated this 22nd day of November, 2017.

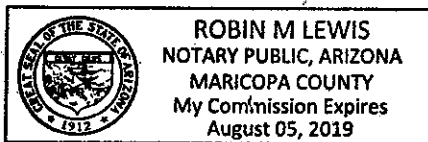
2 HERMAN | GOLDSTEIN

3
4 By: _____

5 Evan S. Goldstein
6 Christi A. Woods
7 Hesam Alagha
8 1850 East Thunderbird
9 Phoenix, Arizona 85022
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12 SUBSCRIBED AND SWORN to before me this 22nd day of November, 2017,

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14 by Evan S. Goldstein.



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Robin M Lewis
Notary Public